

EXHIBIT

A

PROMISSORY NOTE
SECURED BY DEED OF TRUST

COPY

\$26,500,000

Las Vegas, Nevada
April 14, 2005

This Promissory Note ("Note"), dated as of April 14, 2005 is made and delivered by 6425 Gess, Ltd., a Texas limited partnership ("Borrower"), in favor of those persons listed on Exhibit "A" attached hereto ("Lender").

FOR VALUE RECEIVED, Borrower promises to pay to Lender, or order, the principal sum of Twenty-Six Million Five Hundred Thousand Dollars (\$26,500,000) (the "Note Amount"), together with interest as provided herein.

1. Interest Rate. Interest shall accrue on the outstanding portion of the Note Amount, from the date Lender initially disburses such funds until the date the Note Amount is paid in full, at the rate of twelve percent (12%) per annum. Interest shall be calculated on the basis of a 360-day year and actual days elapsed. Accrued but unpaid interest shall be compounded monthly.
2. Payments. Monthly interest on the Note Amount shall be due and payable on the first day of each month, in arrears. For example, interest that accrues in the month of May will be due and payable on June 1, and will be calculated on the amount due under the Note on that day. All payments shall be made in lawful money of the United States of America and in immediately available funds at Lender's office, the address for which is specified below, or at such other place as the Lender hereof may from time to time direct by written notice to Borrower.
3. Maturity Date. If not sooner paid, the outstanding principal balance under this Note, all accrued and unpaid interest, and all other indebtedness of Borrower owing under any and all of the Loan Documents shall be due and payable in full on or before the date which is twelve (12) months after the Deed of Trust is recorded (the "Maturity Date").
4. Application of Payments. All payments on this Note shall, at the option of the Lender hereof, be applied first to the payment of accrued interest then payable.
5. Prepayment. Borrower may prepay the Loan, in full or in part, at any time, provided, however, that if Borrower repays the Loan within the first four (4) months after the Effective Date (whether voluntarily or as a result of default), then Borrower shall pay to Lender a prepayment fee equal to all interest which would accrue on the full Loan Amount during said four (4) month period, less all interest previously paid. Notwithstanding anything to the contrary hereunder, Lender shall receive a minimum of four (4) months' interest on the full Loan Amount.
6. Collateral. This Note is secured by a deed of trust encumbering real property located in Harris County, Texas.
7. Defaults; Acceleration. The occurrence of any Event of Default (as hereinafter

defined) shall be a default hereunder. Upon the occurrence of an Event of Default and the expiration of a 10-day written notice and cure period, Lender may declare the entire principal balance of the Note then outstanding (if not then due and payable) and all other obligations of Borrower hereunder to be due and payable immediately. Subject to the applicable provisions of law, upon any such declaration, the principal of the Note and accrued and unpaid interest, and all other amounts to be paid under this Note shall become and be immediately due and payable, anything in this Note to the contrary notwithstanding.

The occurrence of any one or more of the following, whatever the reason therefor, shall constitute an "Event of Default" hereunder:

- (a) Borrower shall fail to pay when due any amount due pursuant to the Note; or
- (b) Borrower or any guarantor ("Guarantor") of the Note shall fail to perform or observe any term, covenant or agreement contained in the Note or any guaranty executed and delivered concurrently herewith on its part to be performed or observed, other than the failure to make a payment covered by subsection (a), and such failure shall continue uncured as of ten (10) calendar days after written notice of such failure is given by Lender to Borrower; provided, however, that if the default cannot be cured in 10 days but Borrower is diligently pursuing the cure, then Borrower shall have thirty (30) days after written notice to effect the cure (the cure period set forth in this subsection (b) shall not apply to any other Event of Default); or
- (c) any representation or warranty contained in any document made or delivered pursuant to or in connection with any of the Loan Documents proves incorrect or to have been incorrect in any material respect when made if Lender determines, in its reasonable discretion, that such condition materially adversely affects Borrower's ability to re-pay the Note; or
- (d) Borrower (which term shall include any entity comprising Borrower) is dissolved or liquidated, or otherwise ceases to exist, or all or substantially all of the assets of Borrower or any Guarantor are sold or otherwise transferred without Lender's written consent; or
- (e) Borrower or any Guarantor is the subject of an order for relief by the bankruptcy court, or is unable or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or Borrower or any Guarantor applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer (the "Receiver"); or any Receiver is appointed without the application or consent of Borrower or any Guarantor, as the case may be, and the appointment continues undischarged or unstayed for sixty (60) calendar days; or Borrower or any Guarantor institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceedings relating to it or to all or any part of its property under the laws of any jurisdiction; or any similar proceeding is instituted without the consent of Borrower or any Guarantor, as the case may be, and continues undismissed or unstayed for sixty (60) calendar days; or any judgment, writ, attachment, execution or similar process is issued or levied against all or any part of the Property or Borrower or any Guarantor, and is not released, vacated or fully bonded within sixty (60) calendar days after such

issue or levy; or

(f) there shall occur a material adverse change in the financial condition of Borrower or any Guarantor from their respective financial conditions as of the date of this Note, as determined by Lender in its reasonable discretion, and Lender reasonably believes that such adverse change shall jeopardize (i) Lender's ability to collect the amounts due under the Note, as they become due, or (ii) Lender's ability to foreclose on the Property; or

(g) any Loan Document, at any time after its execution and delivery and for any reason other than the agreement of Lender or the satisfaction in full of all indebtedness and obligations of Borrower under the Loan Documents, ceases to be in full force and effect or is declared to be null and void by a court of competent jurisdiction; or Borrower or any trustee, officer, director, shareholder or partner of any entity comprising Borrower or any Guarantor claims that any Loan Document is ineffective or unenforceable, in whole or in part, or denies any or further liability or obligation under any Loan Document, unless all indebtedness and obligations of Borrower thereunder have been fully paid and performed; or

(h) all or a substantial portion of the Property is condemned, seized or appropriated by any Governmental Agency; or

(i) Borrower is dissolved or liquidated, or otherwise ceases to exist, or all or substantially all of the assets of Borrower or the Guarantors are sold or otherwise transferred without Lender's written consent; or

(j) any lien or security interest created by any Security Document, at any time after the execution and delivery of that Security Document and for any reason other than the agreement of Lender or the satisfaction in full of all indebtedness and obligations of Borrower under the Loan Documents, ceases or fails to constitute a valid, perfected and subsisting lien of the priority required by this Agreement or security interest in and to the Property purported to be covered thereby, subject only to the Permitted Exceptions; or

(k) any default occurs in any loan document or other agreement by and between Borrower and Lender in connection with the Loan and/or the Property, or by Borrower in favor of Lender with reference to the Loan.

8. Late Charge. Borrower acknowledges that if any interest payment is not made when due or if the entire amount due under this Note is not paid by the Maturity Date, or, if accelerated as permitted by this Note or any other Loan Document, by the date given in the notice of acceleration, the Lender hereof will incur extra administrative expenses (i.e., in addition to expenses incident to receipt of timely payment) and the loss of the use of funds in connection with the delinquency in payment. Because the actual damages suffered by the Lender hereof by reason of such extra administrative expenses and loss of use of funds would be impracticable or extremely difficult to ascertain, Borrower agrees that five percent (5%) of the amount so delinquent shall be the amount of damages to which such Lender is entitled, upon such breach, in compensation therefor. Therefore, Borrower shall, in the event any payment required under this Note is not paid

within five (5) days after the date when such payment becomes due and payable pursuant to Sections 2 and 3, above, and without regard to any default notice under Section 7(a), and without further notice, pay to the Lender hereof as such Lender's sole monetary recovery to cover such extra administrative expenses and loss of use of funds, liquidated damages in the amount of five percent (5%) of the amount of such delinquent payment. The provisions of this paragraph are intended to govern only the determination of damages in the event of a breach in the performance of the obligation of Borrower to make timely payments hereunder, including timely payment of any accelerated amount. Nothing in this Note shall be construed as an express or implied agreement by the Lender hereof to forbear in the collection of any delinquent payment or in exercising any of its rights and remedies under the Loan Documents, or be construed as in any way giving Borrower the right, express or implied, to fail to make timely payments hereunder, whether upon payment of such damages or otherwise. The right of the Lender hereof to receive payment of such liquidated and actual damages, and receipt thereof, are without prejudice to the right of such Lender to collect such delinquent payments and any other amounts provided to be paid hereunder or under any security for this Note or to declare a default hereunder or under any security for this Note.

9. Default Rate. From and after the Maturity Date or, if any Event of Default occurs and is not timely cured, from the date the payment was due regardless of any cure period provided in the notice of default, through and including the date such default is cured, at the option of the Lender hereof, the amount of the missed payment(s), or, if the Note has been accelerated, all amounts owing under the Note and all sums owing under all of the Loan Documents shall bear interest at a default rate equal to twenty percent (20%) per annum ("Default Rate"). Such interest shall be paid on the first day of each month thereafter, or on demand if sooner demanded.

10. Waivers. Borrower waives any right of offset it now has or may hereafter have against the Lender hereof and its successors and assigns. Borrower waives presentment, demand, protest, notice of protest, notice of intent to accelerate, notice of acceleration, notice of nonpayment or dishonor and all other notices in connection with the delivery, acceptance, performance, default or enforcement of this Note. Borrower expressly agrees that any extension or delay in the time for payment or enforcement of this Note, to renewal of this Note and to any substitution or release of the Property, all without any way affecting the liability of Borrower hereunder. Any delay on Lender's part in exercising any right hereunder or under any of the Loan Documents shall not operate as a waiver. Lender's acceptance of partial or delinquent payments or the failure of Lender to exercise any rights shall not waive any obligation of Borrower or any right of Lender, or modify this Note, or waive any other similar default.

11. Costs of Collection. Borrower agrees to pay all costs of collection when incurred and all costs incurred by the Lender hereof in exercising or preserving any rights or remedies in connection with the enforcement and administration of this Note or following a default by Borrower, including but not limited to actual attorneys' fees. If any suit or action is instituted to enforce this Note, Borrower promises to pay, in addition to the costs and disbursements otherwise allowed by law, such sum as the court may adjudge reasonable attorneys' fees in such suit or action.

12. Usury. Borrower hereby represents that this loan is for commercial use and not for personal, family or household purposes. It is the specific intent of the Borrower and Lender that this

Note bear a lawful rate of interest, and if any court of competent jurisdiction should determine that the rate herein provided for exceeds that which is statutorily permitted for the type of transaction evidenced hereby, the interest rate shall be reduced to the highest rate permitted by applicable law, with any excess interest theretofore collected being applied against principal or, if such principal has been fully repaid, returned to Borrower upon written demand.

13. Notices. All notices to be given pursuant to this Note shall be sufficient if given by personal services, by guaranteed overnight delivery services, by telecopy or telegram, or by being mailed postage prepaid, certified or registered mail, return receipt requested, to the described addresses of the parties hereto as set forth below, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the date after delivery to the guaranteed overnight delivery service, the date of sending the telecopy or telegram, or two or three (3) days after mailing certified or registered mail.

BORROWER'S ADDRESS: 6425 Gess, Ltd.
1300 Post Oak Boulevard, Suite 1875
Houston, Texas 77056
Attn. Tracy Suttles

WITH A COPY TO: Jeffrey L. Gilman
Gilman & Gilman, P.C.
710 North Post Oak Road, Suite 400
Houston, Texas 77024

LENDER'S ADDRESS: c/o USA Commercial Mortgage Company
4484 South Pecos Road
Las Vegas, Nevada 89121
Attn. Joseph D. Milanowski

14. Assignment By Lender. Lender may assign its rights hereunder or obtain participants in this Note at any time, and any such assignee, successor or participant shall have all rights of the Lender hereunder.

15. Multiple Parties. A default on the part of any one entity comprising Borrower or any Guarantor of this Note shall be deemed a default on the part of Borrower hereunder.

16. Construction. This Note and all security documents and guaranties executed in connection with this Note have been reviewed and negotiated by Borrower, Lender and Guarantors at arms' length with the benefit of or opportunity to seek the assistance of legal counsel and shall not be construed against either party. The titles and captions in this Note are inserted for convenience only and in no way define, limit, extend, or modify the scope of intent of this Note.

17. Partial Invalidity. If any section or provision of this Note is declared invalid or unenforceable by any court of competent jurisdiction, said determination shall not affect the validity

or enforceability of the remaining terms hereof. No such determination in one jurisdiction shall affect any provision of this Note to the extent it is otherwise enforceable under the laws of any other applicable jurisdiction.

18. Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Note shall be construed according to and governed by the laws of the State of Nevada, without regard to its choice of law provisions.

(b) **BORROWER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (i) SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF NEVADA OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS NOTE, OR ANY OTHER OF THE LOAN DOCUMENTS, (ii) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN CLARK COUNTY, NEVADA, (iii) SUBMITS TO THE JURISDICTION OF SUCH COURTS, AND, (iv) TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY FORUM OTHER THAN CLARK COUNTY, NEVADA (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM). BORROWER FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO THE BORROWER AT THE ADDRESS FOR NOTICES DESCRIBED IN SECTION 13 HEREOF, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).**

(c) **BORROWER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE INDEBTEDNESS SECURED HEREBY OR ANY CONDUCT, ACT OR OMISSION OF LENDER, TRUSTEE OR BORROWER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDER, TRUSTEE OR BORROWER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.**

(Signature page follows)

BORROWER:

6425 Gess, Ltd.

By: 6425 Gess Management, Inc., a Texas corporation, General Partner

By: 

Tracy Sutles, President

EXHIBIT "A"

LENDERS

	Names	Amount
1.	First Savings Bank Custodian For Kenneth Addes IRA	\$100,000
2.	Antonio C. Alamo Trustee of the Alamo Family Trust dated 12/30/86	\$500,000
3.	A.I.G. Limited, a Nevada Limited Partnership	\$50,000
4.	Charles B. Anderson Trustee of the Charles B. Anderson Trust	\$300,000
5.	Rita P. Anderson Trustee For the Benefit of Rita P. Anderson Trust	\$100,000
6.	Steven K. Anderson Trustee of the Steven K. Anderson Family Trust dated 6/30/94	\$50,000
7.	Joseph J. Argier & Janice G. Argier, husband & wife, as joint tenants with right of survivorship	\$100,000
8.	X-Factor, Inc., a Nevada corporation	\$250,000
9.	Leonard Baker & Barbara Baker Co-Trustees of the Leonard Baker & Barbara Baker Revocable Trust	\$50,000
10.	Kami Banos & Willie Banos, husband & wife, as joint tenants with right of survivorship	\$50,000
11.	William A. Banos & Angel J. Banos Co-Trustees of the Mirtha M. Banos Family Trust F/B/O William A. Banos, as his undivided one-half interest & Angel J. Banos, as his undivided one-half interest	\$70,000
12.	Jeffrey E. Barber & Suzanne M. Barber Trustees of the Barber Family Trust dated 4/24/98	\$75,000
13.	Clark R. Bartkowski and Jean P. Bartkowski Trustees of the Bartkowski Family Trust dated 8/25/94	\$60,000
14.	Gary R. Barton & Mavis J. Barton, husband & wife, as joint tenants with right of survivorship	\$50,000
15.	Robert L. Beall & Vicki E. Beall, husband & wife, as joint tenants with right of survivorship	\$50,000
16.	Joseph F. Bellesorte, an unmarried man	\$100,000
17.	Harriet Bender Trustee of The Bender Family By-Pass Trust dtd 7/30/92	\$50,000
18.	Gerald L. Bittner, Sr. DDS. Inc. Profit Sharing Plan & Trust dated 1/15/91	\$50,000
19.	Michael Blau & Shamiran Blau, husband & wife, as joint tenants with right of survivorship	\$50,000
20.	Jerome L. Block & Charma N. Block, husband & wife, as joint tenants with right of survivorship	\$50,000
21.	Martin Bock an unmarried man	\$50,000
22.	Charles Bombard Trustee of the Charles Bombard 1999 Trust dtd 12/3/99	\$100,000
23.	Joyce Bombard Trustee of the Joyce Bombard 2000 Trust dated 11/11/00	\$100,000
24.	James R. Bonfiglio & Donna M. Bonfiglio Trustees of the Bonfiglio Family Limited Partnership	\$100,000
25.	Janice W. Bradbury Trustee of Bradbury Family Trust dated 12/20/88	\$100,000
26.	First Savings Bank Custodian for Michael S. Braidia IRA	\$50,000

27.	Marshall J. Brecht & Janet L. Brecht Trustees of the Marshall J. Brecht Trust dated 2/5/86	\$50,000
28.	Howard D. Brooks & Doreen C. Brooks Trustees of the Brooks Living Trust dated 6/30/97	\$50,000
29.	Robert Alan Bryant Sr. Trustee of The Robert Alan Bryant Sr. Revocable Trust under agreement dated 9/25/03	\$50,000
30.	Bruce D. Bryen, an unmarried man, transfer on death to Erica Bryen, an unmarried woman	\$100,000
31.	Cynthia Burdige Trustee of the Cynthia Burdige Trust U/A dated 4/13/00	\$120,000
32.	Brian H. Busse & Dawn Busse, husband & wife, as joint tenants with right of survivorship	\$60,000
33.	Cornelius Buys & Helen Buys, husband & wife, as joint tenants with right of survivorship	\$50,000
34.	Clara M. Cadieux, a married woman dealing with her sole & separate property	\$50,000
35.	First Savings Bank Custodian For Richard L. Cadieux IRA	\$50,000
36.	Donna M. Cangelosi Trustee of the Donna M. Cangelosi Family Trust	\$50,000
37.	Maurice A. Cauchois & Jacqueline M. Cauchois Trustees of the M & J Cauchois Family Trust dated 2/25/93	\$50,000
38.	Leona M. Chapman Trustee of the Chapman Trust #1015932	\$100,000
39.	Nelson Chardoul & Virginia Chardoul Trustees of the Nelson & Virginia Chardoul Trust dated 10/7/91	\$50,000
40.	Kar Sei Cheung, a married woman dealing with her sole & separate property	\$50,000
41.	Robert T Chylak & Barbara M Chylak Trustees of the Robert T Chylak & Barbara M Chylak Family Trust dated 10/30/90	\$75,000
42.	Stella P. Ciadella Trustee of the Ciadella Living Trust dated 2/8/99	\$150,000
43.	Rosanne L. Clark, a single woman	\$50,000
44.	First Savings Bank Custodian for Nelson L. Cohen IRA	\$56,000
45.	Freda Cohen Trustee of the Freda Cohen Trust dated 7/11/04	\$50,000
46.	Irwin Cohen & Marilyn T. Cohen Trustees of the Cohen Living Trust dated 3/6/90	\$50,000
47.	Curtis R. Colagross & Terri L. Colagross, husband & wife, as joint tenants with right of survivorship	\$100,000
48.	Shirley M. Collins Trustee as her sole & separate property under the Collins Family Trust dated 1/29/93	\$50,000
49.	Aldon G. Cook & Deedra Cook, husband & wife, as joint tenants with right of survivorship	\$50,000
50.	Donald W. Cook Trustee of the Donald W. Cook Trust	\$50,000
51.	1823 Corporation, a California corporation	\$50,000
52.	Robert A. Cowman & Sandra L. Cowman, husband & wife, as joint tenants with right of survivorship	\$75,000
53.	Loyal Crownover & Lora Crownover Trustees of the Lora & Loyal Crownover Family Trust	\$200,000

54.	Michael Dashosh & Elizabeth Dashosh, husband & wife, as joint tenants with right of survivorship	\$100,000
55.	Davis Investments, a Nevada partnership	\$50,000
56.	Frederick J. Davis, a married man dealing with his sole & separate property	\$100,000
57.	Joseph Davis & Marion Sharp Co-Trustees of the Davis Family Trust	\$100,000
58.	Nancy R. Davis Trustee of the Nancy R. Davis Defined Benefit Plan	\$100,000
59.	S & P Davis Limited Partnership, a Texas Partnership	\$100,000
60.	Tracy A. DeBerry, an unmarried man	\$50,000
61.	First Savings Bank Custodian For Rena DeHart IRA	\$49,000
62.	PENSCO Trust Company Custodian for Gary Deppe, IRA	\$100,000
63.	James D. Dery & Ann R. Dery, husband & wife	\$50,000
64.	Thomas Dijorio & Antonette Dijorio, husband & wife	\$50,000
65.	Eric C. Disbrow Trustee of the Eric C. Disbrow MD Inc. Profit Sharing Plan	\$50,000
66.	Pat A Dolce & Lora Dean Dolce, husband & wife, as joint tenants with right of survivorship	\$100,000
67.	Daniel Drubin & Laura Drubin, husband & wife, as joint tenants with right of survivorship	\$150,000
68.	Charles B. Dunn, IV Trustee of the Charles B. Dunn, IV Living Trust dated 4/4/00	\$50,000
69.	Bill Dupin & Penny Dupin, husband & wife, as joint tenants with right of survivorship	\$50,000
70.	Mark L. Eames & Sandy K. Eames, husband & wife, as joint tenants with right of survivorship	\$50,000
71.	Robert D. Earp, a married man dealing with his sole & separate property	\$50,000
72.	Trevin B. Eckersley & Cynthia L. Eckersley, husband & wife	\$60,000
73.	Rudi Eichler, an unmarried man & Tatjana Eichler, an unmarried woman, as joint tenants with right of survivorship	\$50,000
74.	Dr. David R. Enrico & Dr. Bonny K. Enrico, husband & wife, as joint tenants with right of survivorship	\$100,000
75.	Ruth A. Errington Trustee of the Ruth A. Errington Living Trust dated 11/22/04	\$50,000
76.	Robert Essaff & Cindy H. Essaff Trustees of the Essaff Family Trust dated 6/18/02	\$100,000
77.	First Savings Bank Custodian For James F. Eves IRA	\$50,000
78.	Denise F. Fager Trustee of the Denise F. Fager Revocable Trust under agreement dated 2/28/03	\$100,000
79.	Sierra West, Inc., a Nevada corporation	\$100,000
80.	Joseph A. Farrah & Emily T. Farrah Trustees of the Farrah Family Trust dated 9/18/03	\$50,000
81.	William H. Favro & Carol M. Favro Trustees of the Favro Trust dated 9/14/00	\$50,000
82.	Paul Fedrizzi, a married man dealing with his sole & separate property	\$50,000
83.	Lewis Fine & Arlene J. Fine, husband & wife	\$100,000

84.	Ronald G. Finkel & Karen B. Finkel, husband & wife, as joint tenants with right of survivorship	\$100,000
85.	Shirley J. Finlay, an unmarried woman	\$58,000
86.	Robert E. Finnman Trustee of the Finnman Family Trust dated 4/4/94	\$150,000
87.	Richard T. Fiory Trustee of the TopFlight Specs Profit Sharing Plan	\$50,000
88.	Aloys Fischer & Joyce Fischer Trustees of the Fischer Family Trust dated 6/9/95	\$50,000
89.	William B. Fitzgerald, a married man dealing with his sole & separate property	\$50,000
90.	Kevin L. Foster & Allison J. Foster Trustees of the Kevin & Allison Foster Family Trust dated 1/20/99	\$53,000
91.	Fraley Limited Partnership, a Nevada limited partnership	\$200,000
92.	Michael S. Freedus & Helen C. Freedus, husband & wife, as joint tenants with right of survivorship	\$50,000
93.	Gregory L. Freeman Trustee of the Lillian M. Freeman Trust dtd 5/31/85	\$55,000
94.	First Savings Bank Custodian For Lloyd Frey IRA	\$50,000
95.	First Savings Bank Custodian For Robert G. Fuller IRA	\$50,000
96.	Elmer Eugene Gilbert, Jr., a married man dealing with his sole & separate property	\$50,000
97.	Barry J. Goldstein & Patricia B. Goldstein, as joint tenants with right of survivorship	\$100,000
98.	Robin B. Graham & Celia Allen-Graham Trustees of the Graham Family Trust dated 10/26/78	\$100,000
99.	David B. Greenberg Trustee of the D.B. Greenberg Trust U/D/T 7/20/98	\$50,000
100.	Charles T. Hamm and Sandra L. Hamm, Trustees of the Hamm Trust dated 3/17/05	\$50,000
101.	Darlene Hammond Trustee of the Dar Living Trust dated 2/12/03	\$50,000
102.	MLH Family Investment Limited, a Texas company	\$200,000
103.	Paul Hargis & Susan Gail Hargis, husband & wife, as joint tenants with right of survivorship	\$100,000
104.	W.L. Harper	\$50,000
105.	Kay J. Hart, an unmarried woman	\$100,000
106.	Roderick J. Harvey, Sr. & Pauline W. Harvey Trustees of the Harvey Family Trust dated 4/13/87	\$50,000
107.	Curtis Hattstrom & Virginia Hattstrom, husband & wife	\$60,000
108.	Kelli A. Garvey transfer on death to Stephen L. Hawley	\$100,000
109.	Stephen L. Hawley & Sidney A. Hawley Trustees of the Hawley Family Trust dated 8/15/96	\$100,000
110.	Raymond J. Healey	\$350,000
111.	Helms Homes, LLC, a Nevada limited liability company	\$2,000,000
112.	Terry Helms Trustee of the Terry Helms Living Trust dated 11/11/94	\$1,000,000
113.	Marilyn Hilborn Trustee of the Marilyn Hilborn Trust dated 11/18/93	\$50,000
114.	First Savings Bank for the benefit of Jay P. Hingst IRA	\$60,000
115.	William J. Hinson, Jr., an unmarried man	\$50,000

116.	Ralph C. Holder & Naomi S. Holder Trustees of the Holder Revocable Trust dated 10/21/91	\$50,000
117.	Richard Holeyfield & Marsha Holeyfield Trustees of the Holeyfield Family Trust dated 01/12/01	\$50,000
118.	Homfeld II, LLC, a Florida limited liability company	\$100,000
119.	Charles D. Hopson Trustee of the Charles D. Hopson Living Trust dated 2/20/96	\$50,000
120.	Francis Howard Trustee of the Jaime Kefalas Trust	\$75,000
121.	Francis Howard Trustee of the Jason A. Kefalas Trust	\$50,000
122.	Earl Howsley, a married man dealing with his sole & separate property	\$50,000
123.	George W. Hubbard & Carol N. Hubbard Trustees of the Hubbard Trust dated 7/29/98	\$75,000
124.	Robert E. Hughes, an unmarried man	\$50,000
125.	Rodney G. Huppi & Virginia M. Huppi Trustees of the Huppi Trust dated 1/30/92	\$50,000
126.	James H. Hutchison & Lorayne J. Hutchison, husband & wife, & Kaye Hutchison, a married woman dealing with her sole & separate property, as joint tenants with right of survivorship	\$50,000
127.	Robert W. Inch & Jennie R. Inch Trustees of the Inch Family Trust dated 04/19/95	\$50,000
128.	Stephen C. Irwin, an unmarried man	\$50,000
129.	John B. Jaeger & Priscilla J. Jaeger Trustees of the John B. Jaeger & Priscilla J. Jaeger Family Trust	\$50,000
130.	First Savings Bank Custodian for Mary Jellison IRA	\$60,000
131.	Jon Paul Jensen & Tamara Lee Jensen, husband & wife, as joint tenants with right of survivorship	\$100,000
132.	Leif A. Johansen & Roberta K. Johansen Trustees of The Johansen Family Trust dated 10/23/87 amended 6/11/04	\$150,000
133.	First Regional Bank Custodian For Jerry R. Johnson IRA	\$50,000
134.	Delbert T. Johnston, Jr. & Rebecca J. Johnston Trustees of the Johnston Estate Revocable Trust dated 5/17/94	\$50,000
135.	Sharon Juno, an unmarried woman	\$70,000
136.	Staci Kaiser, an unmarried woman	\$50,000
137.	Dr. Gary Kantor, an unmarried man	\$500,000
138.	Kenneth Kefalas & Debbie Kefalas Trustees of the Kefalas Trust dated 7/3/97	\$150,000
139.	Dunham Trust Company Trustee of the Frederick W. Kewell IRA	\$70,000
140.	C.K. Khury & Irene K. Bass, husband & wife, as joint tenants with right of survivorship	\$150,000
141.	J. Douglas Kirk and Catherine Kirk, Trustees of the Kirk Family Trust dated 8/24/99	\$50,000
142.	Lawrence A. Kirkham & Kathleen B. Sanginiti Trustees of the Kirkham & Sanginiti Trust dated 2/29/96	\$50,000
143.	Bernard A. Kloenne Trustee of the Bernard Kloenne Living Trust dated 10/10/86	\$75,000

144.	Guenther A. Kohler & Elfriede Kohler Trustees of the 1989 Kohler Living Trust dated 6/13/89	\$150,000
145.	Betty Kolstrup, a single woman	\$85,000
146.	David Kravitz & Mable R. Kravitz Trustees of the Kravitz Family Revocable Trust under agreement dated 12/9/99	\$50,000
147.	Richard Kudrna, a married man dealing with his sole & separate property	\$250,000
148.	Lammert Kuiper, Jr. & Audrey H. Kuiper Trustees of the Kuiper Trust	\$50,000
149.	Michael LaTorra & Joan LaTorra, husband & wife, as joint tenants with right of survivorship	\$100,000
150.	Anna Lacertosa, a widow & Marie Lacertosa	\$50,000
151.	Brad L. Larson, a married man dealing with his sole & separate property	\$50,000
152.	Raymond Nunez & Sandra L. Lawson Trustees of the The Raymond & Sandra Nunez Family Trust	\$80,000
153.	First Regional Bank Custodian For Irwin Levine IRA C/O Pollycomp	\$60,000
154.	James Liem Trustee of the Liem Family Trust	\$50,000
155.	James E. Lofton & Denise G. Lofton, husband & wife as joint tenants with right of survivorship	\$50,000
156.	William Lukasavage & Joanne Lukasavage, husband & wife, as joint tenants with right of survivorship	\$50,000
157.	B & W Precast Construction, Inc., a California corporation	\$200,000
158.	Sherry Lynne, a single woman	\$50,000
159.	Evan J. Madow D.C. Trustee of the Evan J. Madow D.C. Trust	\$50,000
160.	James W. Magner, a married man & Joseph P. Magner, a married man, as joint tenants with right of survivorship	\$50,000
161.	John J. Maguire & Diane M. Maguire Trustees of the John J. Maguire & Diane M. Maguire Living Trust dated 8/4/00	\$50,000
162.	Valerie Callahan, an unmarried woman & Charles R. Maraden, an unmarried man, as joint tenants with right of survivorship	\$250,000
163.	Alexander W. Marchuk & Doreen W. Marchuk	\$50,000
164.	John M. Marston & Linda S. Marston, husband & wife, as joint tenants with right of survivorship	\$120,000
165.	Morris Massry, a married man dealing with his sole & separate property	\$200,000
166.	TK & Associates, a Minnesota company	\$50,000
167.	Michael T. McGrath Trustee of the 2001 Michael T. McGrath Revocable Trust dated 12/11/01	\$50,000
168.	First Savings Bank for the benefit of Michael J. McLaws IRA	\$50,000
169.	First Savings Bank Custodian For Gary McMahon SEP IRA	\$50,000
170.	Dale J. McMullan Trustee of the McMullan Living Trust dated 8/19/94	\$50,000
171.	D. Nathan Meehan, a married man dealing with his sole & separate property	\$50,000
172.	First Savings Bank Custodian For Jack Mennis IRA	\$100,000
173.	Michael J. Messer & Lisa K. Redfern, husband & wife, as joint tenants with right of survivorship	\$50,000
174.	R. G. Messersmith & Deaun Messersmith, as joint tenants with right of survivorship	\$50,000

175.	Gary A. Michelsen, an unmarried man	\$75,000
176.	Gary I. Miller & Barbara L. Miller Trustees of the Gary I. & Barbara L. Miller Trust dated 08/17/87	\$50,000
177.	Matthew Molitch Trustee of the Molitch 1997 Trust	\$50,000
178.	Monighetti, Inc., a Nevada corporation	\$50,000
179.	Albert Montero Trustee of the Albert Montero Family Trust U/A dated 11/3/94	\$50,000
180.	Alma B. Moore, an unmarried woman	\$60,000
181.	Robert J. Moretto & Josephine Moretto Trustees of the Moretto Family Living Trust dated 9/19/94	\$50,000
182.	Nadine Morton, an unmarried woman	\$50,000
183.	Adelaide L. Moschogianis & Christine Moschogianis Trustees of the Al Moschogianis Revocable Trust dated 11/30/04	\$50,000
184.	Paulius Mosinskis, a married man dealing with his sole & separate property	\$75,000
185.	John Mrasz & Janet Mrasz Trustees of the John Mrasz Enterprises, Inc. Defined Benefit Plan dated 5/86	\$100,000
186.	John Mrasz & Janet Mrasz, husband & wife as joint tenants with right of survivorship	\$100,000
187.	Herbert Mueller & Linda Mueller, Trustees of the Herbert & Linda Mueller Trust dated 2/10/93	\$50,000
188.	Elaine Mullin Trustee for the benefit of Elaine P. Mullin Trust dtd 8/6/90	\$50,000
189.	Richard W. Murphy & Virginia E. Murphy, Trustees of the Richard W. Murphy & Virginia E. Murphy Revocable Living Trust Agreement as of 7/1790	\$50,000
190.	Walter Musso & Barbara Musso Trustees of the Musso Living Trust dated 11/30/92	\$50,000
191.	Gloria J. Nelson, a married woman dealing with her sole & separate property	\$50,000
192.	Marvin Lynn Nicola Trustee of the Marvin Lynn Nicola Family Trust dated 6/13/78	\$50,000
193.	Benjamin Nicosia & Aleath Nicosia Trustees for the Benjamin & Aleath Nicosia Family Trust dated 5/10/02	\$150,000
194.	Roger Noorthoek, an unmarried man	\$50,000
195.	John E. O'Riordan & Sonhild A. O'Riordan, husband & wife, as joint tenants with right of survivorship	\$100,000
196.	Henry J. Obermuller & Mengia K. Obermuller Trustees of the Henry & Mengia Obermuller Trust dated 9/14/90	\$100,000
197.	David M. Olds & Sally W. Olds, husband & wife, as joint tenants with right of survivorship	\$50,000
198.	Aaron I. Osherow, Trustee of the Osherow Trust dated 9/11/89	\$50,000
199.	Arada Investments, LLC, an Arizona limited liability company	\$100,000
200.	Lori E. Oxx, a married woman dealing with her sole & separate property	\$50,000
201.	Edward Panyrek & Joan Panyrek, joint tenants with right of survivorship	\$50,000
202.	Carlo J. Paradiso, an unmarried man	\$50,000

203.	Cynthia Ann Pardee Trustee of the Cynthia Ann Pardee Trust dtd 6/20/03	\$50,000
204.	First Trust Company of Onaga Custodian For Betty R. Pardo IRA	\$50,000
205.	Shimon Peress & Hannah Peress Trustees of the Shimon Peress & Hannah K. Peress Trust dated 4/17/01	\$50,000
206.	Betty J. Phenix, a married woman dealing with her sole & separate property	\$50,000
207.	Michael Eugene Pinney, a single man	\$50,000
208.	Donald H. Pinsker, an unmarried man, and Sherryl Pinsker, a single woman, as joint tenants with right of survivorship	\$50,000
209.	Ali Pirani, a married man as his sole and separate property	\$50,000
210.	Janet K. Pohl & Ronald L. Pohl Trustees of the Janet K. Pohl Trust dated 6/24/94	\$50,000
211.	Jack Polen Trustee of the Jack & Gladys Polen Family Trust dated 6/28/88	\$100,000
212.	Morton J. Port, a married man dealing with his sole & separate property	\$50,000
213.	Christine M. Quinn Trustee of the Quinn Living Trust dated 8/26/04	\$50,000
214.	Dennis Raggi, a married man dealing with his sole & separate property	\$300,000
215.	Edward Ramos & Jacqueline Ramos Trustees of the Edward & Jacqueline Ramos Family Trust dated 3/9/95	\$50,000
216.	Leonard J. Ramos & Claudia C. Ramos Trustees of the Ramos Family Trust dated 8/27/97	\$50,000
217.	First Savings Bank Custodian For Manuel Rice IRA	\$50,000
218.	First Trust, Trustee FBO Judd Robbins IRA	\$50,000
219.	Robert W. Roberts & Donna R. Roberts, husband & wife, as joint tenants with right of survivorship	\$50,000
220.	Alan Robinson & Gail Robinson, husband & wife, as joint tenants with right of survivorship	\$100,000
221.	Lee Rotchy Trustee of the Lee Rotchy Trust dated 12/5/00	\$50,000
222.	Burton M Sack Trustee of the Scott A Sack Irrevocable Trust dtd 3/18/94	\$100,000
223.	Taylor Samuels Trustee of the Samuels 1999 Trust	\$100,000
224.	First Savings Bank Custodian For Randy Sanchez IRA	\$73,000
225.	Arthur P. Schnitzer & Lynn S. Schnitzer Trustees of the Schnitzer Living Trust dated 10/29/91	\$200,000
226.	H. Lee Shapiro, a single man	\$100,000
227.	Phillip Eugene Shelton, Trustee of the Restated Shelton Revocable Trust dated 1/19/96	\$50,000
228.	Dennis Sipiorski & Donna Sipiorski, husband & wife, as joint tenants with right of survivorship	\$50,000
229.	The Sisk Family Foundation	\$70,000
230.	Herbert Slovis, a single man & Julie B. Slovis, a single woman as joint tenants with right of survivorship	\$50,000
231.	Richard Small & Jacqueline Small Trustees of the Small Family Trust	\$50,000
232.	Oliver F. Smith Trustee of the Oliver F. Smith Incorporated Profit Sharing Plan	\$50,000
233.	Jack Snow & Heidi Snow, husband & wife, as joint tenants with right of survivorship	\$200,000

234.	First Savings Bank Custodian For Bruce Sonnenberg IRA	\$75,000
235.	First Trust Company of Onaga Custodian For Robert Speckert IRA	\$150,000
236.	Brett W. Sperry, an unmarried man	\$300,000
237.	Rosalind L. Stark Trustee of the Stark Family Trust dated 4/2/84	\$50,000
238.	Nicholas A. Steinmetz & Cynthia M. Steinmetz Trustees of the 2001 Steinmetz Family Trust	\$50,000
239.	Duane Steward and Diane J. Steward, husband and wife, as joint tenants with right of survivorship	\$200,000
240.	Michael D. Stewart & Mary Jude Stewart Trustees of the Stewart Family Trust dated 1/15/98	\$100,000
241.	Gordon N. Stimpson & Marjorie I. Stimpson Co-Trustees of the Stimpson Family Trust	\$50,000
242.	Gregory W. Stimpson & Carrie M. Stimpson, husband & wife, as joint tenants with right of survivorship	\$75,000
243.	Catherine B. Stretmater Trustee of the Catherine B. Stretmater Revocable Trust dated 6/5/89	\$100,000
244.	First Savings Bank Custodian For Robert Sullivan IRA	\$50,000
245.	Laguna Paloma Inc., A Texas Corporation, Virginia Swilley President	\$50,000
246.	Louis C. Swilley, an unmarried man	\$50,000
247.	Preswick Corp., a Nevada corporation	\$300,000
248.	Sovereign Capital Advisors, LLC, a Nevada limited liability company	\$100,000
249.	Evalyn C. Taylor Trustee of the Evalyn C. Taylor Separate Property Trust dated 2/17/87	\$75,000
250.	Phil Teri	\$75,000
251.	Fred Teriano	\$75,000
252.	T-2 Enterprises, LLC	\$50,000
253.	T-3 Enterprises, LLC	\$50,000
254.	Tripp Enterprises Inc., a Nevada corporation	\$100,000
255.	Walter C. Tripp, a married man dealing with his sole and separate property	\$50,000
256.	Warren W. Tripp Trustee of the Tripp Enterprises, Inc. Restated Profit Sharing Plan	\$100,000
257.	Warren W. Tripp, a married man dealing with his sole & separate property	\$100,000
258.	Thomas Turner & Judy K. Turner Trustees of the T.J. Trust dated 7/24/97	\$50,000
259.	Ann Ulfelder & Leonard Ulfelder, husband & wife, as joint tenants with right of survivorship	\$50,000
260.	USA Capital First Trust Deed Fund	\$696,000
261.	Gloria Valair, a single woman	\$50,000
262.	First Savings Bank Custodian for Peggy Ann Valley IRA	\$68,000
263.	Peggy Ann Valley Trustee as her sole & separate property under the McLaughlin-Valley Trust dated 2/24/97	\$107,000
264.	Malden Ventures Ltd.	\$100,000
265.	Gunter Volpel & Christiane Volpel Trustees of the Volpel Trust dated 2/2/96	\$100,000
266.	Wolf Dieter Voss & Claudia Voss Trustees of the Voss Family Trust under Trust dated 10/4/99	\$120,000

267.	John L. Wade, Trustee of the John L. Wade Trust dated 5/8/01	\$80,000
268.	Kirsten Wagner, a married woman dealing with her sole & separate property	\$100,000
269.	Dennis J. Ward & Patricia A. Ward Trustees of the Ward Trust dated 5/21/96	\$75,000
270.	Delbert Watkins & Mary Ann Watkins Trustees of the Watkins Family Trust dated 7/24/92	\$50,000
271.	David A. Weaver, an unmarried man	\$50,000
272.	Barton R. Wilkinson & Dianna J. Wilkinson, husband & wife, as joint tenants with right of survivorship	\$50,000
273.	David R. Wilson, an unmarried man	\$50,000
274.	Rudolf Winkler & Carmel Winkler Trustees for the benefit of Winkler Family Trust dated 3/13/86	\$100,000
275.	Jerry Woldorsky, a married man dealing with his sole & separate property	\$70,000
276.	Richard D. Wood Trustee of the Wood Living Trust dated 10/1/99	\$75,000
277.	First Savings Bank Custodian For Kenneth H. Wyatt IRA	\$50,000
278.	Kiwi-Nevada LP	\$50,000
279.	Robert J. Yoder Trustee of the Robert J. Yoder Defined Benefit Plan	\$50,000
280.	Ernie C. Young Trustee of The Ernie C. Young Living Trust dated 9/23/96	\$100,000
281.	Joseph G. Zappulla & Carol A. Zappulla, husband & wife, as joint tenants with right of survivorship	\$50,000
282.	Teresa G. Zeller Trustee of the Teresa G. Zeller Trust	\$50,000
283.	Evo Zepponi & Billie Zepponi Trustees of the Evo E. Zepponi & Billie D. Zepponi Family Trust under agreement dated 2/9/93	\$50,000
284.	Anthony J. Zerbo, an unmarried man	\$75,000
285.	Russell J. Zuardo & Betty J. Zuardo Trustees of the Russell J. Zuardo & Betty J. Zuardo Community Property Trust Restated 5/5/00	<u>\$100,000</u>
	TOTAL	\$26,500,000